

1 Plaintiff Candice Yamaura hereby complains against defendants Happy
2 Hadley Repo LLC, Bruce Richard Hadley, Jahret Snowwhite, and Lower Valley
3 Credit Union, and alleges on information and belief as follows:

4 **OPERATIVE FACTS**

5 1. Plaintiff purchased 2010 Ford Mustang, primarily for personal, family
6 or household use, which was financed by defendant Lower Valley Credit Union
7 (LVCU). LVCU claims to have taken a security interest in the vehicle, as well as
8 plaintiff's second vehicle, a 2013 Ford Mustang, which plaintiff owns outright.
9 Plaintiff subsequently fell behind on the contract payments on the loan.

10 2. LVCU hired defendants Happy Hadley Repo LLC, and Bruce R.
11 Hadley, to repossess plaintiff's vehicles. Hadley employed defendant Jahret
12 Snowwhite as a reposessor.

13 3. Bruce Hadley and Jahret Snowwhite followed plaintiff into her garage
14 with the tow truck, entering plaintiff's garage with their truck. They stopped the
15 garage door from closing. Plaintiff objected and told them to leave her private
16 property. While standing in plaintiff's garage, Snowwhite and Hadley told plaintiff
17 that they would remain until plaintiff turned over her vehicle. They hooked up
18 plaintiff's vehicle to the tow truck, and jacked up the vehicle while plaintiff was
19 inside. Snowwhite and/or Hadley also injured plaintiff's leg with the truck. Plaintiff
20 called the police, who ordered Hadley and Snowwhite to leave.

21 4. Plaintiff called LVCU, and informed it of the violent repossession
22 attempt. LVCU told plaintiff that she had 24 hours to turn in the vehicle, and that
23 no further repossession attempts would occur during this period.

24 5. Before the 24 period was up, LVCU broke its promise, and again sent
25 Happy Hadley Repo LLC to repossess plaintiff's vehicle at a car dealership. Happy
26 Hadley Repo LLC trespassed without permission onto the dealership's private
27 property, hooked up the vehicle, entered the dealership, and demanded the keys to
28 the vehicle. The dealership refused, stating that plaintiff would be expecting her

1 vehicle. Hadley's driver said he would "sit here all day." Eventually, Happy Hadley
2 Repo LLC left with plaintiff's 2010 Ford Mustang.

3 6. Happy Hadley Repo LLC tried to run plaintiff's boyfriend off the
4 road, in an attempt to repossess plaintiff's 2013 Ford Mustang. As plaintiff's
5 boyfriend was entering an intersection, the tow truck driver pulled out from the
6 right, attempting to block the intersection. Plaintiff's boyfriend evaded by going
7 into the oncoming lanes, and was able to leave the scene. The Happy Hadley driver
8 gave chase, and after failing to catch the boyfriend, falsely reported to the police
9 that the boyfriend was driving recklessly. The police and the driver arrived at the
10 boyfriend's home. Again, the police ordered Happy Hadley Repo LLC to leave.

11 7. Plaintiff hired counsel who wrote a letter to LVCU demanding that all
12 repossession efforts cease. LVCU disregarded the letter, and did not recall Happy
13 Hadley Repo LLC. Bruce Hadley, Jahret Snowwhite, and Happy Hadley Repo LLC
14 continued with their repossession activities. Defendants, including Jahret
15 Snowwhite, encountered plaintiff's boyfriend again while he was on his motorcycle,
16 and swerved into his lane of traffic.

17 8. Plaintiff is concerned for her and her boyfriend's personal safety and
18 that the defendants will continue to commit violence against her or others.

19 9. In their various attempts to repossess plaintiff's vehicles, defendants
20 breached the peace, in violation of Uniform Commercial Code, RCW § 62A.9A-
21 609(b)(2).

22 **JURISDICTION AND VENUE**

23 10. The court has original jurisdiction over this matter pursuant to 15
24 U.S.C. § 1692k(d). The court has supplemental jurisdiction over the state law
25 claims pursuant to 28 U.S.C. § 1367.

26 11. Venue is proper in the Western District of Washington because
27 defendant Lower Valley Credit Union is a Washington corporation, doing business
28 in King County, Seattle, Washington, in this district, and subject to the court's

1 personal jurisdiction in this district. In addition, plaintiff is informed and believes
 2 that defendant Happy Hadley Repo LLC is a Washington limited liability company
 3 doing business in King County, Seattle, Washington.

4 PARTIES

5 12. Plaintiff is a natural person over the age of 18 years and is a resident of
 6 the state of Washington.

7 13. Defendant Happy Hadley Repo LLC is a Washington limited liability
 8 company located in Benton, Washington, but plaintiff is informed and believes, is
 9 doing business in King County, Washington, and therefore is a resident of King
 10 County, Washington.

11 14. Defendant Bruce Richard Hadley is an individual over the age of 18
 12 years, and a resident of the state of Washington.

13 15. Defendant Jahret Snowwhite is an individual over the age of 18 years,
 14 and a resident of the state of Washington.

15 16. Defendant Lower Valley Credit Union is a Washington corporation
 16 located in Sunnyside, Washington, but is doing business in King County,
 17 Washington, and is therefore a resident of King County, Washington.

18 17. At all times mentioned herein, each defendant was the agent or
 19 employee of each of the other defendants and was acting within the course and
 20 scope of such agency or employment. The defendants are jointly and severally
 21 liable to plaintiff.

22 FIRST CAUSE OF ACTION

23 **(Against Defendants Happy Hadley Repo LLC, Bruce R. Hadley, and Jahret**
 24 **Snowwhite for Violations of the Fair Debt Collection Practices Act, 15 U.S.C. §**
1692 et seq.).

25 18. Plaintiff realleges and incorporates herein by reference the allegations
 26 of all paragraphs above.

27 19. Plaintiff is a “consumer” who allegedly owed a “debt”, and defendants
 28 are “debt collectors”, as those terms are defined at 15 U.S.C. § 1692a. Defendants
 use instrumentalities of interstate commerce or the mails in a business the principal

1 purpose of which is the enforcement of security interests.

2 20. Defendants violated 15 U.S.C. § 1692f(6) by taking nonjudicial action
3 to effect dispossession or disablement of property when (1) there was no present
4 right to possession of the property claimed as collateral through an enforceable
5 security interest; and/or (2) the property was exempt by law from such
6 dispossession or disablement.

7 21. Defendants had no present right to repossess plaintiff's vehicle in
8 breach of the peace, but did so or attempted to do so, in violation of RCW §
9 62A.9A-609(b)(2).

10 22. Plaintiff is entitled to actual damages sustained as a result of
11 defendants' conduct, in an amount according to proof, pursuant to 15 U.S.C. §
12 1692k.

13 23. Plaintiff is entitled to statutory damages of \$1,000 against each
14 defendant, pursuant to 15 U.S.C. § 1692k. Defendants have frequently and
15 persistently failed to comply with the FDCPA, and have violated the FDCPA
16 intentionally. The nature of defendants' violations justifies the maximum statutory
17 damages award available.

18 24. Plaintiff is entitled to the costs of the action, together with a reasonable
19 attorneys fee, pursuant to 15 U.S.C. § 1692k.

20 WHEREFORE, plaintiff prays for relief as set forth below.

21 **SECOND CAUSE OF ACTION**
22 **(Against All Defendants for Violations of the Uniform Commercial Code,**
23 **RCW §§ 62A.9A-609 and 62A.9A-625)**

24 25. Plaintiff realleges and incorporates herein by reference the allegations
25 of all paragraphs above.

26 26. Defendants violated RCW §§ 62A.9A-609(b)(2) by repossessing
27 plaintiff's vehicle, and attempting to repossess plaintiff's vehicle, in breach of the
28 peace.

27 27. Plaintiff is entitled to recover the actual damages caused by

1 defendants' failure to comply with the Uniform Commercial Code, pursuant to
2 RCW 62A.9A-625(b) and (c)(1).

3 28. Plaintiff is entitled to recover the credit service charge plus ten percent
4 of the principal amount of the obligation, pursuant to RCW 62A.9A-625(c)(2).

5 29. Plaintiff is entitled to recover attorneys fees and costs pursuant to the
6 terms of the retail installment sales contract, and applicable law.

7 WHEREFORE, plaintiff prays for relief as set forth below.

8 **THIRD CAUSE OF ACTION**
9 **(Against All Defendants For Violations Of The Washington Consumer**
10 **Protection Act, RCW § 19.86.910 et seq)**

11 30. Plaintiff realleges and incorporates herein by reference the allegations
12 of all paragraphs above.

13 31. Defendants committed unfair methods of competition and/or unfair or
14 deceptive acts or practices, in the conduct of any trade or commerce, and therefore
15 violated RCW § 19.86.020.

16 32. Defendants' acts were injurious to the public interest within the
17 meaning of RCW 19.86.093.

18 33. Plaintiff was injured in her business or property by defendants'
19 violations of RCW 19.86.020, and is therefore entitled to injunctive relief, actual
20 damages, and attorneys fees and costs, pursuant to RCW § 19.86.090.

21 34. In addition to actual damages, plaintiff is entitled to treble damages not
22 exceeding \$25,000, pursuant to RCW § 19.86.090.

23 35. Plaintiff is entitled to a civil penalty of \$2,000 for each of defendants'
24 violations of RCW § 19.86.020, pursuant to RCW § 19.86.140.

25 WHEREFORE, plaintiff prays for relief as set forth below.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, plaintiff prays for the following relief:

- 28
1. For actual damages;
 2. For statutory damages;

- 1 3. For civil penalties;
- 2 4. For treble damages;
- 3 5. For injunctive relief and a temporary restraining order;
- 4 6. For pre-judgment interest to the extent permitted by law;
- 5 7. For an award of attorneys' fees, costs and expenses incurred in the
- 6 investigation, filing and prosecution of this action; and
- 7 8. For such other and further relief as the Court may deem just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial by jury under the United States and
10 Washington constitutions.

11
12 Dated: September 6, 2016

Respectfully Submitted,
TRUEBLOOD LAW FIRM

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16 By: /s/
Alexander B. Trueblood

17 Attorneys for Plaintiff
18 CANDICE YAMAURA
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